

DO ART FOUNDATION

www.doartfoundation.org

106 1/2 Judge John Aiso St, #314,

Los Angeles, 90012

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DEAL MEMO

This Deal Memo is an agreement between **Do Art Foundation**, herein known as “Curator” and **Larchmont Village BID 200 N. Larchmont Blvd. Los Angeles, CA 90004**, herein known as “Producer”

Curator is being hired by Producer to install & curate art that is approved and selected by the Producer on 2 Utility Boxes selected by the Producer in the Larchmont District of Los Angeles in the Winter 2015. The Curator will coordinate with the vendor/artists for install, and handle the payment for vendor/artists.

Producer will pay the Curator \$2,900 for the following (not to exceed):

- Artist Fee: \$500
- Utility Box Printing: \$800 x (2) = \$1,600
- Do Art Fee: @20% = \$400

Curator will perform all the duties as outlined in this deal memo:

- Distributing a Call to Artists for the project
- Managing & selecting the participating Artist
- Ensuring artist delivery on renders and that is in alignment of selected image renders
- Provide the Producer with any credentials or information needed to complete their tasks in relation to this project
- Manage the delivery of the graphics from the artists to the printing company
- Providing a Project Manager to oversee the artists while they are creating the images, timeline, project deadlines, installation and budget
- Providing necessary support for the artists and printers to complete the project
- Help installing the work and ensuring the integrity of the Utility Boxes
- Do Art will provide a tax deductible receipt for this project after the invoice is paid in full.

Producer will agree to provide the following:

- Create a Call To Artists Digital flyer to distribute
- Host the Application on BID website
- Liason with the Project Manager to ensure that onsite requirements and preparation of utility boxes for installation
- Publication and Promotion including the creation of a Press Release
- Agreed upon Fiscal compensation for the work.
- Liaison with partners involved in the project
- All location details, including any permits or needs that the agreed upon location may have.
- Ongoing protection and maintenance of the finalized work
- The Producer will notify the Curator if any damage or maintenance is required
- The Producer agrees to not modify or change the design or intended exhibition of the artwork in any way after the work has been purchased

Ownership

Producer will compensate Curator for the approved budget to cover the hard costs in association to the this project prior to November 1, 2015. This amount will be a flat rate. They will pay by check made out to Do Art Foundation as listed on the invoice.

Liability

Producer will release Curator from any liability for any damages that should arise in relation to this project. Producer agrees to notify Curator of any subsequent damage to the art works and Curator agrees to consult with Producer prior to doing restoration work and cooperate in determining solutions; but if Artist is unavailable or unwilling to cooperate, the Producer may repair, restore the art works or paint over it in Producer's sole discretion.

No Artist or employee or subcontractor of Curator or Artist shall be covered by Workers Compensation Insurance purchased by Producer.

Producer shall defend, indemnify and hold harmless Artists and Curator, their agents, and contractors from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising from the negligence or willful misconduct of Producer.

Curator shall defend, indemnify and hold harmless Producer and Artists, from all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising from the negligence or willful misconduct of Curator.

Credits

The Producer has agreed to formally recognize and give credit to Do Art Foundation with the use of their logo in all forms of media in relation to this project. They will be recognized as the Curators of this work. Do Art will document the project and ensure to publish on Social media and promote the Opening and the work being showcased. The Producer will use #doartfoundation and @doartfoundation when publishing photos in relation to this project on Social Media. Artists shall retain the right of attribution and to be identified as the Author of the work.

Communication

Curator and Producer agree to respond to all emails within 24 hours.

Curator will be a contractor of Producer for **the duration of the production**.

Date: __ October 22, 2015 _____

__ Do Art Foundation _____
Curator

Signature

Producer Name

Producer Signature